

- A. Nothing in this Order or the Plan discharges, releases, precludes, or enjoins enforcement of: (i) any liability pursuant to any applicable Environmental Law to any governmental unit that is not a Claim as defined in 11 U.S.C. sec. 101(5); (ii) any Claim pursuant to any applicable Environmental Law of any governmental unit that is beyond Section 1141(d)(1)(A)'s provision of a discharge for "debts that arose before the date of [ ] confirmation"; (iii) any liability pursuant to any applicable Environmental Law to any governmental unit on the part of any entity as an owner or operator with respect to property owned or operated on or after the Effective Date (provided, however, that nothing in this clause (iii) shall be construed to preclude the assertion or defense by the Debtor, the Reorganized Debtor or the successors thereto of a discharge, release, preclusion, or injunction against enforcement of any Claim with respect to such property for (a) response costs, oversight costs or other monetary costs expended by or for a governmental unit prior to the Confirmation Date pursuant to any applicable Environmental Law, or (b) fines or penalties assessed or owing to a governmental unit for any days of violation that occur before the Confirmation Date for a violation of any applicable Environmental Law (but not for days of violation, if any, that occur after the Confirmation Date)); or (iv) any liability pursuant to any applicable Environmental Law to any governmental unit on the part of any entity other than the Debtor, ~~or~~ Reorganized Debtor, or the successors thereto; provided, however, that, for the avoidance of doubt, the Debtor, the Reorganized Debtor or the successors thereto reserve any and all available defenses under applicable non-bankruptcy law in any action or proceeding by any governmental unit.

Environmental Law means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. sec. 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. sec. 6901 et seq., the Clean Water Act, 33 U.S.C. sec. 1251 et seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. sec. 2601 et seq., the Atomic Energy Act, 42 U.S.C. sec. 2011 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300f et seq., the Refuse Act, 33 U.S.C. sec. 407 and the Oil Pollution Act of 1990, 33 U.S.C. sec. 2701 et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. sec. 136., ~~and the regulations promulgated pursuant thereto~~, and all analogous ~~federal and state~~ or local statutes and regulations.

- B. Other than as stated in the proviso at the end of this paragraph, nothing in the Plan or the Confirmation Order shall adversely affect in any way the rights and remedies of the United States in the action *United States v. Meadowlark Corporation*, #1:00-cv-2602-MJG, District of Maryland, ("D. MD Action"). Nor shall anything in the Plan or the Confirmation Order divest or limit the jurisdiction of the United States District Court for the District of Maryland over the D. MD Action. Upon the Effective Date of the Plan, the D. MD Action shall survive the bankruptcy case and may be adjudicated by the United States District Court for the District of Maryland; provided, however, that nothing in this paragraph shall be construed to be contrary to Section 1141(d)(1)(A)'s provision

of a discharge for “debts that arose before the date of [] confirmation” and further provided that Section A above shall apply ~~fully~~ to the D. MD Action and the Luke Mill.

- C. Nothing in the ~~p~~Plan or the ~~confirmation-Confirmation order-Order~~ shall divest or limit the jurisdiction of the District Court of the Eastern District of Wisconsin (the “Wisconsin District Court”); ~~regarding over~~ the pending action, *United States of the America and the State of Wisconsin v. NCR Corporation*, et al, 10-C-910; ~~provided, however,~~ that the amount of (a) any judgment entered against any of the ~~d~~Debtors in the above referenced action with respect to proofs of claim filed in the Chapter 11 Cases or (b) any settlement approved by the Bankruptcy Court and/or the Wisconsin District Court ~~-shall, in either case, be paid-treated and paid~~ solely as an allowed General Unsecured claim-Claim in accordance with the Plan.
- D. No forum-selection or choice-of-law provision in the ~~p~~Plan or Confirmation Orders shall apply to any enforcement action brought by any governmental unit if that enforcement action is within subparagraphs (i), (ii), (iii), or (iv) exceptions stated in Paragraph A hereof; ~~provided, however, that, notwithstanding the foregoing, the Bankruptcy Court retains jurisdiction (unless it abstains) to interpret and enforce this Confirmation Order and the Plan, and determine whether such enforcement action referenced in this sentence is within subparagraphs (i), (ii), (iii), or (iv) in Paragraph A hereof.~~

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